

### THIRD AMENDMENT TO RENTAL MANAGEMENT AGREEMENT

This Second Amendment to Rental Management Agreement (the "Amendment") is made and entered into effective as of the 10<sup>th</sup> day of April, 2019, by and between **SeaChase Owners' Association, Inc.**, an Alabama corporation (hereinafter, the "Association"), and **Aronov Condo Management, Inc.**, an Alabama corporation (hereinafter, the "Agent").

#### RECITALS:

A. The Association and Agent entered into that certain Rental Management Agreement dated April 21, 2016 as amended by that certain Amendment to Rental Management Agreement dated March 26, 2017 as amended by that certain Amendment to Property Management Agreement dated April 16, 2018 (collectively, the "Agreement"), pursuant to which, among other things, the Association retained Agent to manage the condominium rentals at SeaChase. Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Agreement.

B. The Association and Agent agree that the term of the Agreement is due to expire according to its terms on April 30, 2019.

C. The Association and Agent desire to amend the Agreement to extend the term thereof under the terms and conditions set forth herein.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual benefits and covenants hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Agent do hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. **TERM.** Notwithstanding any provision of the Agreement to the contrary, the Association and Agent hereby extend the term of the Agreement for the period from the **1<sup>st</sup> day of May, 2019** through the **30<sup>th</sup> day of April, 2020**.

3. **RATIFICATION.** It is distinctly understood and is agreed that except as expressly modified in and by the terms of this Amendment, the Agreement is and shall remain in full force and effect, and the Agreement, as modified by this Amendment, is hereby expressly ratified and confirmed.

4. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail portable document format of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Amendment (whether original, facsimile or pdf.) may be detached from any counterpart of this Amendment (whether original, facsimile or pdf.) without impairing the legal effect of any signatures thereof and may be attached to another

counterpart of this Amendment (whether original, facsimile or pdf.) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or pdf.)

IN WITNESS WHEREOF, the Association and Agent have caused this instrument to be executed as of the date set forth above.

**ASSOCIATION:**

**SEACHASE OWNERS' ASSOCIATION, INC.,**  
an Alabama corporation

By: *Roger Hedgepeth*  
Its: *President*

STATE OF ALABAMA

*DeKalb* COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that *Roger Hedgepeth*, whose name as *President* of SeaChase Owners' Association, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, on this, the *10* day of *April*, 2019.

*Robin Uem*

Notary Public

My commission expires:

**My Commission Expires 09-16-2022**

**AGENT:**

**ARONOV CONDO MANAGEMENT, INC.,**  
an Alabama Corporation

By: Scott Harris  
Scott Harris  
Its: President

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Scott Harris, whose name as President of Aronov Condo Management, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, on this, the 4<sup>th</sup> day of April, 2019.

Patricia M. Callahan  
Notary Public  
My commission expires: 12/28/22

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective as of the 26 day of March, 2017 by and between **SeaChase Owners' Association, Inc.**, an Alabama corporation (hereinafter referred to as "Lessor") and **Aronov Condo Management, Inc.**, an Alabama corporation (hereinafter referred to as "Lessee").

### WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. **PREMISES.** Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from Lessor, subject to all of the terms and provisions hereof, that certain portion of the one (1) story Seachase Owners Association's (SCOA) office building located at 25240 Perdido Beach Boulevard, Orange Beach, Alabama, 36561, as depicted on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

2. **TERM.** The initial term of the Lease shall be for a period of five (5) years, commencing May 1, 2017 and ending April 30, 2022 (the "Initial Term"), and the term shall, thereafter, automatically be extended for one (1) additional period of five (5) years commencing May 1, 2022 and ending April 30, 2027 unless Lessee gives notice to Lessor on or before October 31, 2021 that it has elected to terminate this Lease effective upon the expiration of the Initial Term.

3. **USE.** The Premises may be used for Lessee's business operation in furtherance of that certain Rental Management Agreement by and between Lessor and Lessee dated April 21, 2016, as the same has been or may be amended from time to time (the "Rental Management Agreement"). Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Rental Management Agreement.

4. **RENTAL.** Lessee shall pay to Lessor, as rental during the term of the Lease, a rate of \$850.00 per month plus percentage rent equal to sixteen percent (16%) of (i) management fees received by Lessee from the rental of units at SeaChase during the term of the Rental Management Agreement and (ii) referral fees and commissions received by Lessee from the sale of units at SeaChase during the term of the Rental Management Agreement.

5. **ALTERATIONS AND TRADE FIXTURES.** Lessee may make any alterations, additions or improvements to the Premises provided the same do not affect the structural integrity of the building on the Premises. Any structural alterations, additions or improvements shall require the prior written consent of the Lessor, which consent will not be unreasonably withheld or delayed. Any structural alterations, additions, and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner. No such alteration by Lessee permitted herein shall violate any lawful rule or regulation, or zoning restriction or other law,

or ordinance or regulation applicable thereto. Lessee shall not permit any liens to attach to the Premises on account of work done or performed by Lessee and shall pay all costs for and save the Lessor harmless on account of any claims of mechanics, materialmen or any liens in connection with any such alterations, additions or improvements made by or for Lessee. Lessee shall have the right to place on the Premises Lessee's trade fixtures, equipment and other personal property of Lessee or others using the Premises with Lessee's permission. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed upon the Premises by Lessee, provided Lessee's covenant as to the condition of the Premises shall apply on account thereof.

6. UTILITIES AND MAINTENANCE. Lessor shall be responsible for the utilities and maintenance of the Premises and the building in which the Premises is located.

7. INSURANCE. Lessor agrees to provide and keep in force during the term of this Lease insurance covering the building in which the Premises is located. Lessor's insurance coverage shall not be required to cover any of Lessee's property and Lessee shall not have any claim against any of the proceeds of Lessor's coverage. Lessee shall carry and maintain at its expense commercial general liability insurance with combined single limits of liability of not less than \$1,000,000 for bodily injury and property damage per occurrence and, if and to the extent required by law, Workers' Compensation insurance or similar insurance in form and amounts required by law.

8. INDEMNIFICATION OF LESSOR AND LESSEE. Lessee agrees to indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises or resulting from or attributable to the occupancy or use by Lessee of said Premises or any part of thereof, or where such is occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees.

Lessor agrees to indemnify Lessee and save Lessee harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises, where such is occasioned wholly or in part by any act or omission of Lessor, its agents, contractors, employees, servants, invitees or licensees.

9. NOTICES. All notices or demands given or required to be given hereunder shall be made in accordance with the notice provisions of the Rental Management Agreement.

10. QUIET ENJOYMENT. Lessor agrees that, upon Lessee's compliance with and subject to the terms and conditions of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

11. SURRENDER. At the expiration of said term, Lessee will quit and surrender the Premises hereby leased in as good state and condition as when delivered to Lessor, ordinary wear and tear and casualty loss excepted. Any holding over by the Lessee shall not operate, except by written agreement, to extend or renew this Lease and no tenancy or any duration shall be created thereby.

12. SUCCESSORS AND ASSIGNS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, Lessee and their respective successors and assigns.

13. EVENTS OF DEFAULT AND REMEDIES.

A. Events of Default. The following shall be Events of Default and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(1) Failure by Lessee to pay the rent or any other charges to Lessee provided herein after the same become due and payable and the continued failure of Lessee to pay the same for ten (10) days after Lessee's receipt of written notice given by Lessor of said failure;

(2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of thirty (30) days after written notice shall have been given to Lessee by Lessor specifying, in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent (unless such matters cannot be reasonably cured within said thirty (30) day period, in which event there shall be no "default" if within said thirty (30) period Lessee commences to cure same and proceeds with reasonable diligence to cure same); or

(3) The filing by Lessee of a voluntary petition in bankruptcy, or Lessee's failure to lift, within thirty (30) days, any execution, garnishment or attachment of a size as seriously to impair its ability to discharge its obligations hereunder; the commission by Lessee of any act of bankruptcy or Lessee's adjudication as a bankrupt; an assignment by Lessee for the benefit of creditors or the entry by Lessee into an agreement of compromise with creditors.

B. Lessor Remedies Upon Event of Default. Whenever any such Event of Default shall have occurred and be continuing, the Lessor may take any one or more of the following steps:

(1) Lessor may re-enter and take possession of the Premises, exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;

(2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder; or

(3) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease.

C. Default by Lessor. If Lessor defaults in the performance of any obligation under this Lease, Lessee shall give notice to Lessor specifying the nature of the default as set forth herein. In addition to any specific remedy provided elsewhere in this Lease, if Lessor does not, within thirty (30) days after receipt of the notice, cure the default, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Lessor does not commence the cure within the thirty (30) day period and proceed thereafter with reasonable diligence and in good faith to cure the default, then after the expiration of such cure period Lessee may (i) pursue its legal/and or equitable remedies; or, (ii) cure the default. In the event Lessee exercises its rights to cure, Lessor shall pay to Lessee upon demand the cost thereof within ten (10) days after Lessee's demand for payment. If Lessor does not make such payment to Lessee within such ten (10) days, Lessee may offset the amount due from Lessor against rent and other payments due Lessor, if any, and pursue its legal and/or equitable remedies. Notwithstanding the foregoing to the contrary, when in Lessee's reasonable judgment an emergency shall exist, Lessee may cure any Lessor default upon less than thirty (30) days' notice to Lessor, so long as it is reasonable under the circumstances.

14. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, of a partnership or of a joint venture, but the relationship between them shall be and remain only that of Lessor and Lessee.

15. BROKERS. Lessor and Lessee acknowledge that there was no broker involved in this transaction. Each party agrees to hold the other harmless from any commission which may be claimed otherwise on account of this Lease.

16. SEVERABILITY. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

17. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

18. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be executed effective as of the date first hereinabove stated.

**LESSOR:**

**SEACHASE OWNERS' ASSOCIATION, INC.,**  
an Alabama corporation

By: Randy Rhoads  
Its: President (interim)

STATE OF ALABAMA

\_\_\_\_\_ COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Randy Rhoads, whose name as President of SeaChase Owners' Association, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, on this, the 26<sup>th</sup> day of March, 2017.

Betty W. Gandy  
Notary Public  
My commission expires: 11/19/17



**LESSEE:**

**ARONOV CONDO MANAGEMENT, INC.,**  
an Alabama Corporation

By:                     *Scott Harris*                      
Scott Harris  
Its: President

STATE OF ALABAMA  
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Scott Harris, whose name as President of Aronov Condo Management, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, on this, the 21<sup>st</sup> day of March,  
2017.



                    *Patricia M. Callahan*                      
Notary Public  
My commission expires: 12/29/2018

**Exhibit "A"**

**(Premises)**

## EXHIBIT A

Aronov Condo Management, Inc. (ACMI) and its rental, management, maintenance and sales staff will occupy the following space in the building onsite at Seachase Resort known as the Seachase Owners Association Office (SCOA) Building located at 25240 Perdido Beach Boulevard, Orange Beach, AL 36561:

All the office space and reception space located on the North side of the SCOA Office Building and will have access to their space from any exterior door into the Building. In addition, the maintenance staff for Aronov Condo Management, Inc., working on rental units at Seachase will share an office space with the Operations Manager for Seachase Owners Association that is located on the southwest corner of the SCOA Office Building.

The lobby area and employee bathroom space will be shared by ACMI's rental, management, maintenance and sales staff and the staff of the Seachase Owners Association.

Any of the office space described above and the reception and lobby area will be utilized by the ACMI staff to greet and conduct business with all Seachase Owners and all visitors to the Seachase Resort.

